

INFORMATION SHEET FOR DOROTHY CARNES PARK FARM LAND BIDS

INTRODUCTION

The Jefferson County Board of Supervisors has designated the Jefferson County Parks Committee to receive bids for rental of approximately 76 acres of workable farmland in Jefferson County, Wisconsin. Interested persons may submit proposals to the Jefferson County Parks Department Office, Room 204, Jefferson County Courthouse, Jefferson, Wisconsin, until 9:00 A.M. October 31, 2014. A formal lease or leases between the parties will be executed after County Board approval in November 2014.

FACTORS TO BE CONSIDERED

Representatives of the County of Jefferson will attempt to negotiate one or more leases which are satisfactory to the County of Jefferson. Some of the factors to be considered are as follows:

1. The amount of cash rent.
2. The type of farming operation to be conducted on the land.
3. The past farming record of the person making the proposal.
4. The compatibility of the proposed type of farming operation with the existing county uses of adjacent land.
5. The financial status of the person making the proposal as it relates to such person's ability to fulfill the terms of the lease.
6. The proximity of the residence of the person making the proposal.

LIMITATIONS TO BE IMPOSED

1. Representatives of the County of Jefferson have determined that hog or poultry operations are incompatible with the adjacent county uses, and, therefore, such farming operations will be prohibited. Existing trees, shrubs and natural areas must be maintained. Activities other than farming will be prohibited, such as snowmobiling (other than on marked trails), hunting, motorcycles, ATVs, etc. The lease will be subject to one marked snowmobile trail.
2. The property shall be farmed in accordance with the Farmland Conservation Plan available from the Land & Water Conservation Department.
3. No crop irrigation shall be permitted. No exotic species shall be planted.

4. The land must be farmed by the Lessee and his/her employees, and no assignment or subleasing shall be permitted without County approval. No crops shall be raised under a canning contract.

TERM AND RENTAL PAYMENTS

The lease shall be for a term of three (3) years. It shall commence on March 1, 2015 and terminate on February 28, 2018. The total rent shall be divided into six (6) semiannual installments. A certified check or a bank money order in the sum of 10 percent of one years rent payable to the Jefferson County Treasurer shall accompany each bid. Such check will be returned within 30 days to all persons except the successful bidders. Forty percent of the first years rent shall be paid upon execution of the lease and the remaining 50 percent of the first annual rent payment shall be paid not later than October 1, 2015 or before beginning removal of grain crops, whichever is earlier. One-third of the total rent shall be paid in 2016, 50 percent due on April 1, 2016, and 50 percent due on October 1, 2016, or before beginning removal of grain crops, whichever is earlier. One-third of the total rent shall be due in 2017, 50 percent due on April 1, 2017, and 50 percent due on October 1, 2017, or before removal of grain crops, whichever is earlier.

The lease shall provide that any person with whom the County enters a lease commencing March 1, 2018, may enter upon the crop land to plow said land in the fall of 2017, provided the previous lessee has removed his/her crops from said land.

DESCRIPTION OF PROPERTY TO BE LEASED

1. Approximately 76 acres at Dorothy Carnes County Park

CONDITIONS

1. The lease between the parties will contain a provision allowing the County, during the term of the lease, to withdraw portions of the land otherwise leased, for construction of buildings, sale including condemnation for highway purposes or other County uses. The County will attempt to make any such withdrawal of land from the lease at a time when crops are not growing on the land. After any such withdrawal, rent payments shall be reduced based on the ratio of the amount of land withdrawn to the total area leased times the rent per acre as calculated by the rental payment divided by the estimated number of acres leased. Lessee shall be further compensated for partial year rent paid if applicable and inputs made to the land for the next crop season at Lessee's cost per acre for said inputs. No lost profit will be awarded. In the event Lessor and Lessee are unable to agree on the appropriate compensation, the matter will be settled by binding arbitration. Each party will choose an arbitrator. The two selected shall choose a third person. The three arbitrators shall render their decision within a reasonable time, which decision shall

be final and binding upon the parties. Any costs of arbitration shall be split equally between Lessor and Lessee.

2. The lease will contain a provision providing for liquidated damages payable by lessee of \$50 per acre for each acre exceeding soil loss tolerances in the Conservation Plan. Lessor may, at its option, declare a breach of the lease and terminate the lease if material amounts of property exceed soil loss tolerances. Lessor may, at its option, in lieu of termination, assess the liquidated damages set forth herein.

3. The County shall have access over the leased property during periods when crops are not present on the leased property to county lands not subject to the lease which need weed control or for survey purposes.

4. The County may grant access over the property after harvest is completed to others to hunt in Parks Department programs, on adjacent park Property.

RESERVATIONS

The County of Jefferson reserves the right to reject any or all proposals and to accept one or more proposals deemed to be in the best interest of the County of Jefferson. The County also reserves the right to impose provisions in the lease which are not specifically set forth in this information sheet. The County neither expressly nor impliedly warrants the acreage set forth herein. This lease shall be deemed between the parties to be a lease in gross, wherein the Lessee takes the risk of shortage, and the Lessor takes the risk of overage in the acreage determination. No adjustment shall be made for any claim based on poor yields alleged to have been caused by improper drainage or poor soil.

JEFFERSON COUNTY